

07 CV 3297

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
JOSEPH S. OSTAPOW and EMILY OSTAPOW,

Plaintiff,
-against-

ROBERT T. KOPLAR,

Defendant.

COMPLAINT

PLAINTIFF DEMANDS
TRIAL BY JURY

Plaintiffs, by their attorneys, SABLE & GOLD, complaining of the defendant, respectfully show to this Court and allege:

1. Jurisdiction exists against defendants pursuant to:

a. 28 USC Section 1332: in that JOSEPH S. OSTAPOW and EMILY OSTAPOW (Plaintiffs) are domiciled in and are citizens of the State of New York and the defendant, ROBERT T. KOPLAR (Defendant) is domiciled in and is a citizen of State of Florida and the amount in controversy exceeds \$75,000.00 exclusive of interest and costs.

b. 28 USC Section 1333: in that jurisdiction is founded on diversity of citizenship.

2. Upon information and belief at all times herein mentioned, plaintiffs, Joseph S. Ostapow and Emily Ostapow were residents of the State of New York, residing at, 7 Northcote Road, Westbury, New York 11590.

3. At all times herein mentioned, defendant, Robert T. Koplar was a resident of the State of New York residing at 90 Buffalo Avenue, Medford, NY 11736 and the state of Florida residing at 49 Douglas Street, Apartment 22, Homosassa, FL 34446.

4. That beginning in 1988 and continuing through 2006 defendant was the husband of plaintiffs' daughter Patricia Koplar.

5. That beginning in 1993 and continuing through 2004 the defendant and Patricia Koplar entered into an oral agreement with plaintiffs to borrow and repay various sums of money including \$140,000 (One Hundred Forty Thousand dollars) for the purchase of a home, \$29,500 (Twenty-Nine Thousand Five Hundred dollars) for the purchase of a car, and \$7,756.64 (Seven Thousand Seven Hundred Fifty-Six dollars and Sixty-four cents) in car payments made by plaintiffs for defendant and Patricia Koplar. The sum of the monies lent by plaintiffs equals \$177,256.64 (One Hundred Seventy-Seven Thousand Two Hundred Fifty-Six dollars and Sixty-Four cents) and the sum of the monies owed by defendant to plaintiffs equals \$88,628.32 (Eighty-Eight Thousand Six Hundred Twenty-Eight dollars and Thirty-Two cents).

6. That plaintiffs Joseph S. Ostapow and Emily Ostapow relied on defendant Robert T. Koplar's promise to repay to their detriment.

7. That plaintiffs Joseph S. Ostapow and Emily Ostapow have made several attempts to collect the debt owed by defendant Robert T. Koplar.

7. That the agreement between plaintiffs Joseph S. Ostapow and Emily Ostapow and defendant Robert T. Koplar constituted a contract for repayment which the defendant subsequently breached. Only because of the defendant's promise to repay the monies did the plaintiffs begin and continue to lend it to him. Thus, the plaintiff relied upon the defendant and was thereby damaged.

12. The defendant deliberately and intentionally breached his contract with the plaintiffs; intentionally entered into a contract with the plaintiff knowing that he did not intend to fulfill his contract obligations; entered into the contract in order to be unjustly enriched by the plaintiffs; intentionally and deliberately misled the plaintiff prior to the loan with promises of repayment which

ie never intended to fulfill; and solely as a result of the defendant's cold, callous and deliberate behavior and breach of a valid contract, the plaintiff has been damaged in a sum in excess of seventy five thousand dollars.

WHEREFORE, plaintiffs JOSEPH S. OSTAPOW and EMILY OSTAPOW demand judgment against defendant ROBERT T. KOPLAR, in a sum in excess of SEVENTY FIVE THOUSAND (\$75,000.00) DOLLARS together with costs and disbursements.

Dated: New York, New York

April 19, 2007

SABLE & GOLD
Attorney for Plaintiff



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